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land thereof, under his supervision, for a period of six months; and was preparing for further cultivation of the land at the time of his injury, and for eight months prior to such injury had no connection with the business of a druggist, his occupation was that of a supervising farmer, and not that of a druggist, within the meaning of the policy.

The term "occupation," as employed in the policy, implies simply that which at the time of the accident constitutes the assured's principal business or pursuit; that which engages his attention and time, as distinguished from that which is incidentally connected with the life of men in any or all occupations.

The correct test in such cases is not so much as to whether the assured had in fact abandoned the occupation stated in the application and policy, but whether or not at the time of his injury he was in fact engaged in another occupation, not merely incidental, but as a business, of a more hazardous classification. *Ætna Life Ins. Co.* v. *Dunn* (C. C., Eighth Circuit), 138 Fed. 629.

Accident insurance, risks, and causes of loss, see note to *National Acc. Soc.* v. *Dolph*, 38 C. C. A. 3.

SHIPPING—BREACH OF CHARTER TO CARRY LUMBER—MEASURE OF DAMAGES.—Libelants chartered space in a barge for the carriage of 250,000 feet of lumber from Norfolk to Baltimore, but the barge loaded only about 160,000 feet. Libelants had sold the lumber to be delivered in Baltimore, and by reason of their failure to make delivery were compelled to pay damages to the purchaser. The owners of the barge, however, had no knowledge of the sale. *Held*, that the amount so paid by libelants did not constitute the measure of damages recoverable by them for breach of the charter, since it could not have been in the contemplation of the parties when the charter was made, but that the measure of damages was the market value in Baltimore of the 90,000 feet of lumber not taken at the time it should have been delivered there, less its market value in Norfolk, with the freight charges added; and that, in the absence of evidence introduced by libelants from which such amount could be determined, only nominal damages were recoverable. *The A. Denicke* (C. C. A., Fourth Circuit), 138 Fed. 645.